

City of Watertown
Office of the City Attorney

Vincent A. Foley
City Attorney

Watertown City Hall
23 - 2nd St. NE
P.O. Box 910
Watertown, SD 57201
Telephone: (605)882-6200
Fax: (605)882-6218

December 4, 1996

Sioux Rural Water System, Inc.
45703 - 176th Street
Watertown, SD 57201-7186

To Whom It May Concern:

Rather than execute the agreement, the City of Watertown will elect to be governed by SDCL Chap. 9-47. In the future, when transmitting matters to City Hall, please copy them to the Municipal Utilities Department. It is an independent body over which the Mayor has no control except to appoint Board Members.

Thank you.

Sincerely,


Vincent A. Foley
City Attorney

VAF

cc: Geoff Heig

EXHIBIT

2

SIOUX 592

Sioux Rural Water System, Inc.

45703 176th Street
Watertown, SD 57201-7186

Phone 605-882-1321

November 25, 1996

City of Watertown
City Hall
23 2nd St. NE
Watertown, SD 57201

Attention: Mayor Brenda Barger or Loretta Hoff

Please find enclosed two copies of the Municipal Agreement and a copy of the cover letter that was sent to you on June 14, 1996. Also, enclosed is an updated letter with additional consumers.

We have not yet received these copies back. Please sign the Municipal Agreement and return to us as soon as possible. If you have any questions please give us a call at 882-1321. Our office hours are Monday thru Friday 8:00 am to 5:00 pm.

Sincerely,

Sarah Bruinsma
Office Assistant

Sioux Rural Water System, Inc.

45703 176th Street
Watertown, SD 57201-7186

Phone 605-882-1321

November 25, 1996

City of Watertown
City Hall
23 2nd St. NE
Watertown, SD 57201

Attention: Mayor Brenda Barger or Loretta Hoff

RE: Consumers within a 3 mile radius of Watertown that want to obtain rural water.

Please find listed below consumers that would like to obtain rural water from us and they are within a 3 mile radius of Watertown.

Codington County:

Lew's Fireworks Township 117 North, Range 52 West, Section 34, Southeast Quarter

Carroll Chandler Township 116 North, Range 53 West, Section 14, Southeast Quarter

James Hoppe Township 116 North, Range 52 West, Section 07, Southeast Quarter

Hefty Seed Company Township 116 North, Range 52 West, Section 10, Northeast Quarter

Please sign the municipal agreement for these consumers and return to us as soon as possible.

If you have any questions please give us a call at 882-1321. Our office hours are Monday thru Friday 8:00 am to 5:00 pm.

Sincerely,

Sarah Bruinsma
Office Assistant

Sioux Rural Water System, Inc.

45703 176th Street
Watertown, SD 57201-7186

Phone 605-882-1321

June 14, 1996

City of Watertown
City Hall
23 2nd St. NE
Watertown, SD 57201

Attention: Mayor Brenda Barger or Loretta Hoff

RE: Consumers within a 3 mile radius of Watertown that want to obtain rural water.

Please find listed below consumers that would like to obtain rural water from us and they are within a 3 mile radius of Watertown.

Codington County:

| | |
|------------------|--|
| Al Gehrke | Township 116 North, Range 52 West, Section 01, Northwest Quarter |
| Mike Lantsberger | Township 116 North, Range 52 West, Section 07, Southeast Quarter |
| Ron Seefeldt | Township 116 North, Range 52 West, Section 07, Southeast Quarter |
| Roger Clement | Township 116 North, Range 52 West, Section 07, Southeast Quarter |
| Guy Carlson | Township 117 North, Range 52 West, Section 14, Southwest Quarter |
| Steve Nelson | Township 116 North, Range 53 West, Section 11, Northeast Quarter |
| Robert West | Township 116 North, Range 52 West, Section 07, Southwest Quarter |
| Blair Wittnebel | Township 116 North, Range 52 West, Section 10, Southwest Quarter |
| Joe Dosch | Township 116 North, Range 53 West, Section 11, Southwest Quarter |

Please sign the municipal agreement for these two consumers and return to us as soon as possible. If you have any questions please give us a call at 882-1321. Our office hours are Monday thru Friday 8:00 am to 5:00 pm.

Sincerely,

Brenda Frost
Office Coordinator

Municipal Agreement

THIS AGREEMENT made and entered into this _____ day of _____ June _____ 1996, by and between **Sioux Rural Water System, Inc.**, 45703 176th Street, Watertown, South Dakota 57201-7186 hereinafter referred to as "SRWS", and the **City of Watertown**, a municipal corporation, PO Box _____, Watertown, South Dakota, hereinafter referred to as "City", WITNESSETH:

WHEREAS, City has a municipal water supply system and has been requested to provide water service unto see attached list who resides within the city limits or within the 3 mile jurisdictional limit of City; and

WHEREAS, City has determined that it is not feasible to provide municipal water to the applicant at this time and

WHEREAS, City has alternatively requested water service from SRWS, and said SRWS is willing to provide water services unto the applicant, now therefore,

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. That unless otherwise feasible, SRWS will extend and provide water service unto see attached list, who resides within the city limits or the jurisdiction of City, and applicant shall become a consumer and member of the Sioux Rural Water System, Inc. The conditions and terms of extending the water services shall be negotiated and settled between SRWS and the applicant.
2. In the event City shall sometime in the future elect to provide water services unto the applicant, then and in that event, City shall pay unto SRWS that sum required in the manner and method provided by law.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and date first above written.

SIoux Rural Water System, Inc. ATTEST:

Robert Bruinsma
Chairman, Sioux Rural Water System, Inc.

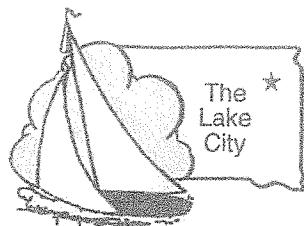
(SEAL)
Melvin Ries
Secretary, Sioux Rural Water System, Inc.

City of Watertown

ATTEST:

Mayor - Brenda Barger

(SEAL)
City Finance Officer



SOUTH DAKOTA 57201

OFFICE OF THE CITY ATTORNEY
VINCENT A. FOLEY
Post Office Box 845
Watertown, SD 57201
605-886-4057

June 28, 1994

Brenda Frost
Sioux Rural Water System, Inc.
RR 4, Box 162
Watertown, SD 57201

Re: Your letter of June 16, 1994

Dear Brenda:

Enclosed please find two executed copies of the Municipal Agreement which I have had the Mayor and Finance Officer sign. This has been executed pursuant to authorization and discussion with Municipal Utilities Superintendent, Pete Swanson. Please return one copy to this office after execution by Sioux Rural Water System, Inc.

Sincerely,

Vincent A. Foley

Vincent A. Foley
City Attorney

VAF/(pbl)

Enclosures

cc: Pete Swanson

MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into this 27th day of June, 1994, by and between Sioux Rural Water System, Inc., Box 162, Rural Route 4, Watertown, South Dakota 57201, hereinafter referred to as "SRWS", and the City of Watertown, a municipal corporation, P.O. Box 910, Watertown, South Dakota, hereinafter referred to as "City", WITNESSETH:

WHEREAS, City has a municipal water supply system and has been requested to provide water service unto attached list, who resides within the city limits or within the 3-mile jurisdictional limit of City; and

WHEREAS, City has determined that it is not feasible to provide municipal water to the applicant at this time; and

WHEREAS, City has alternatively requested water service from SRWS, and said SRWS is willing to provide water services unto the applicant, now therefore,

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. That unless otherwise feasible, SRWS will extend and provide water service unto attached list, who resides within the city limits or the jurisdiction of City, and applicant shall become a consumer and member of the Sioux Rural Water System, Inc. The conditions and terms of extending the water services shall be negotiated and settled between SRWS and the applicant.
2. In the event City shall sometime in the future elect to provide water services unto the applicant, then and in that event, City shall pay unto SRWS that sum required in the manner and method provided by law.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and date first above written.

SIOUX RURAL WATER SYSTEM, INC.

(SEAL)

Robert Bunnus
BY: Its President

CITY OF WATERTOWN

James P. Cifffari
Mayor

ATTEST:

Ray D. Turbak
City Finance Officer

(SEAL)

SIOUX RURAL WATER SYSTEM, INC.
Rt. 4 Box 162 - Watertown, SD 57201
(605) 882-1321

June 16, 1994

City of Watertown
City Hall
Watertown, SD 57201

Attention: Mayor Howard Hopper or Loretta Hoff

RE: Consumers within a 3 mile radius of Watertown that want to obtain rural water.

Please find listed below consumers that would like to obtain rural water from us and they are within a 3 mile radius of Watertown.

Codington County:

| | |
|----------------------|--|
| Art Barse | Township 117 North, Range 53 West, Section 32, Southeast Quarter |
| Evan Lamb | Township 116 North, Range 53 West, Section 15, Northeast Quarter |
| Bucholz Family Trust | Township 117 North, Range 51 West, Section 19, Northwest Quarter |
| Mike Fox | Township 116 North, Range 54 West, Section 1, Southwest Quarter |
| Stu Conley | Township 116 North, Range 52 West, Section 15, Northwest Quarter |
| Todd Ries | Township 116 North, Range 52 West, Section 15, Northeast Quarter |
| Nick Arndt | Township 117 North, Range 53 West, Section 30, Southeast Quarter |

Please sign the municipal agreement for these two consumers and return to us as soon as possible. If you have any questions please give us a call at 882-1321. Our office hours are Monday thru Friday 8:00 am to 5:00 pm.

Sincerely,

Brenda Frost

Brenda Frost
Office Coordinator

MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of
_____, 19_____, by and between Sioux Rural Water System,
Inc., Box 162, Rural Route 4, Watertown, South Dakota 57201,
hereinafter referred to as "SRWS", and the City of _____ Watertown
a municipal corporation, P.O. Box _____, Watertown
South Dakota, hereinafter referred to as "City", WITNESSETH:

WHEREAS, City has a municipal water supply system and has
been requested to provide water service unto _____ attached list
who resides within the city limits or within the the 3-mile
jurisdictional limit of City; and

WHEREAS, City has determined that it is not feasible to
provide municipal water to the applicant at this time; and

WHEREAS, City has alternatively requested water service
from SRWS, and said SRWS is willing to provide water services unto the
applicant, now therefore,

IT IS HEREBY UNDERSTOOD AND AGREED by and between the
parties hereto as follows:

1. That unless otherwise feasible, SRWS will extend and provide
water service unto _____ attached list, who resides within the
city limits or the jurisdiction of City, and applicant shall become a
consumer and member of the Sioux Rural Water System, Inc. The
conditions and terms of extending the water services shall be
negotiated and settled between SRWS and the applicant.

2. In the event City shall sometime in the future elect to provide
water services unto the applicant, then and in that event, City shall
pay unto SRWS that sum required in the manner and method provided by
law.

IN WITNESS WHEREOF the parties have hereunto set their hand
and seal the day and date first above written.

SIOUX RURAL WATER SYSTEM, INC.

(SEAL)

By: Its President

CITY OF _____

ATTEST:

Mayor

City Finance Officer

(SEAL)

MUNICIPAL AGREEMENT

WHEREAS, City has a municipal water supply system and has been requested to provide water service unto see attached list, who resides within the city limits or within the the 3-mile jurisdictional limit of City; and

WHEREAS, City has determined that it is not feasible to provide municipal water to the applicant at this time; and

WHEREAS, City has alternatively requested water service from SRWS, and said SRWS is willing to provide water services unto the applicant, now therefore,

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. That unless otherwise feasible, SRWS will extend and provide water service unto see attached list, who resides within the city limits or the jurisdiction of City, and applicant shall become a consumer and member of the Sioux Rural Water System, Inc. The conditions and terms of extending the water services shall be negotiated and settled between SRWS and the applicant.

2. In the event City shall sometime in the future elect to provide water services unto the applicant, then and in that event, City shall pay unto SRWS that sum required in the manner and method provided by law.

IN WITNESS WHEREOF the parties have hereunto set their hand
and seal the day and date first above written.

STOIX RURAL WATER SYSTEM, INC.

(SEAL)

Ronald D. Linnemeyer
AV: its President

CITY OF Shelton

ATTEST:

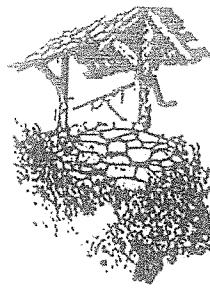
~~Herb Fenson~~
~~Mayor~~

Lauretta Shiff
City Finance Officer

(SEAL)



SIOUX RURAL WATER SYSTEM, INC.
RR 4, Box 162 • Watertown, SD 57201
(605) 882-1321



June 19, 1991

City of Watertown
Watertown, SD 57201

RE: Consumers within a 3 mile radius of Watertown that want rural water

SHERIDAN TOWNSHIP

| | |
|----------------|---|
| Paul Kingslein | Township 116 North Range 52 West Section 9 |
| Matt Kranz | Township 116 North Range 52 West Section 10 |
| Larry Gloe | Township 116 North Range 52 West Section 11 |
| Stu Conley | Township 116 North Range 52 West Section 15 |
| Robert Mack | Township 116 North Range 52 West Section 14 |
| Hal Tesch | Township 116 North Range 52 West Section 16 |
| Glen Moorhouse | Township 116 North Range 52 West Section 10 |

PELICAN TOWNSHIP

| | |
|----------------------|---|
| Eagles Lodge | Township 116 North Range 53 West Section 3 |
| Duane Noldner | Township 116 North Range 53 West Section 12 |
| Donald Tesch | Township 116 North Range 53 West Section 13 |
| John & Donna Beasley | Township 116 North Range 53 West Section 12 |
| Tom Tesch | Township 116 North Range 53 West Section 12 |
| Gene Voelsch | Township 116 North Range 53 West Section 15 |
| Elvin Koistinen | Township 116 North Range 53 West Section 15 |
| Leroy Woertink | Township 116 North Range 53 West Section 15 |
| John Mohr | Township 116 North Range 53 West Section 11 |
| Ferdy Tesch | Township 116 North Range 53 West Section 12 |
| Maurice Vockrodt | Township 116 North Range 53 West Section 15 |
| Tim Chandler | Township 116 North Range 53 West Section 12 |
| Meredith Vansambeck | Township 116 North Range 53 West Section 12 |
| Daun Svien | Township 116 North Range 53 West Section 12 |
| Paul Schwanke | Township 116 North Range 53 West Section 12 |